



Macon-Bibb County, Georgia

REQUEST FOR PROPOSALS (RFP)

FOR

INMATE FOOD SERVICE AND INMATE COMMISSARY SERVICE

952-84
958-00
958-70
963-47
977-25

RFQ NUMBER: 17-012-DS

ISSUED: February 3, 2017

SUBMISSIONS

DUE NO LATER THAN 12:00 NOON ON THURSDAY, MARCH 9, 2017

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Government Center
Macon, Georgia 31201

GENERAL

o Invitation

Notice is hereby given that Macon-Bibb County will receive responses to the Request for Proposals (original **plus 5 copies**) in the Procurement Department, 700 Poplar Street, Suite 308, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **March 9, 2017** for Inmate Food Service and Inmate Commissary Services for Macon-Bibb County Law Enforcement Center.

NO LATE RESPONSES WILL BE CONSIDERED

The names of responding firms will be publicly read on Thursday, March 9, 2016, at 2:00 P.M. in the Macon-Bibb County Procurement Department Conference Room, located on the 3rd Floor of the Government Center at 700 Poplar Street, Macon Georgia 31201.

o Definitions

Wherever the term "Owner", "County", or "Macon-Bibb County" occur in this document, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

o Pre-Submittal Meeting

A pre-submittal conference is scheduled for **10:00 a.m. Wednesday, February 22, 2017** at the Bibb County Law Enforcement Center, 668 Oglethorpe St., Macon, GA 31202. Enter at the main entrance (flag pole area) and go to the Training Room on the second floor. The Training Room will have someone waiting with instructions. This conference is **mandatory**; for **Inmate Food Service** only. Submitting firms must be present and sign in on the attendance register. ***No meeting is required for the Inmate Commissary Section of this RFP.***

o Solicitation Documents

Announcement of this Request for Proposals may also be posted on the Macon-Bibb County website at www.maconbibb.us/purchasing and on the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

o Insurance Requirements

All deductibles shall be paid for by the Contractor.

Required Insurance Coverages. The Contractor also agrees to purchase and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. 50-21-37.

The minimum required coverages and liability limits are as follows:

Workers' Compensation Insurance. The Contractor agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' compensation stating the contractor qualifies to pay its own workers' compensation claims.

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.

Employers' Liability Insurance.

The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:

- (i) Bodily Injury by Accident \$1,000,000 each accident
- (ii) Bodily Injury by Disease \$1,000,000 each employee; and
- (iii) Bodily Injury/Disease Aggregate \$1,000,000 each accident

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language;

This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage.

Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, lasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

Coverage	Limits
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. General Aggregate	\$2,000,000 per Project

Additional Requirements for Commercial General Liability Insurance are as follows:

Commercial business Automobile Liability Insurance. The Contractor shall provide commercial business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The commercial business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 combined Single Limits for each accident.

Additional Requirements for Commercial Business Automobile Liability Insurance are as follows:

Commercial Umbrella Liability Insurance. The Contractor shall provide a commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows:

For contract Amounts Less Than \$5,000,000:	For contract Amounts Equal to or Greater than \$5,000,000:
\$2,000,000 per Occurrence	\$2,000,000 per Occurrence
\$4,000,000 Aggregate	\$10,000,000 Aggregate

Additional Requirements for Commercial Umbrella Liability Insurance are as follows:

Additional Requirements for Commercial Policies

- (a) The policy shall name as additional Insureds the officers, members, and employees of the Owner and the Using Agency.
- (b) The policy must be on an "occurrence" basis.

Disposition of Insurance Documents. One original certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the Design Professional/Architect has executed the Certificate of Material Completion.

Failure of Insurers. The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

Additional Insured: Contractor shall add Owner as an additional insured under the commercial general and automobile policies.

o Submittals

Responses must be sealed and identified on the outside of the package as and delivered to

“16-012-DS Inmate Food Services”
Macon-Bibb County Procurement Department
Attn: Desmond Schneider
700 Poplar Street
Suite 308
Macon, Georgia 31201
Telephone: (478) 803-0550
dschneider@maconbibb.us

Submissions may not be withdrawn for a period of one hundred and eighty (180) days after the deadline on date of closing. Macon-Bibb reserves the right to reject any and all submissions and to waive technicalities and formalities. Respondents shall carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Submittals and any other information submitted by in response to the RFP shall become the property of Macon-Bibb County.

o Responsiveness

In order to be considered “*responsive*” the submission must include completed copies of the following documents:

- Price Proposal Form
- Proposer Qualification Form
- List of Sub-Consultants
- Minority Participation Goal
- Financial & Legal Stability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit

o Responsibility

In order to be considered “*responsible*” the submitting firm must meet the following minimum qualifications:

- Three (3) years of experience providing the services included herein
- Licensed to do business in the State of Georgia
- Financially and Legally responsible to perform the services included herein

o Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm’s ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner’s needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or

reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFP or contract when deemed to be in the Owner's best interest. Macon-Bibb County will consider only representations made within the submission in response to this RFP. Owner will not be bound to act by any previous knowledge, communication or submission by the firms other than this RFP. Failure to comply with the requirements contained herein may result in the submission being deemed "non-responsive" or "non-responsive". None responsive submissions will not be reviewed for potential award.

INMATE FOOD SERVICE SECTION

The Macon-Bibb County Government and the Bibb County Sheriff's Office (the "County") requests proposals from qualified firms that have jail experience for Inmate Food Services and/or Inmate Commissary Services for the Bibb County Law Enforcement Center (LEC). Firms may submit proposals for both the Inmate Food Service and Inmate Commissary Services or either one individually.

Wherever the term "Owner, County, Macon-Bibb County or "Bibb County" occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners. Wherever "contractor, submitter or firm" occurs it shall mean the company submitting the RFP. All definitions set forth in the specifications are applicable to this instruction to Contractors, the Proposal Form and proposed contract documents including but not limited to, reports, project manuals and any addenda issued prior to the receipt of proposals. Addenda are written or graphic instruments issued prior to the execution of the Contract, which may modify or interpret the bidding documents by deletion, addition, clarification or correction. Addenda will become part of the Contract Documents when the Contract is executed. Addenda will be issued in response to changes in the Request for Proposals and will be posted on the County web site by the Bibb County Purchasing Department. Their web site is noted within this document. It shall be responsibility of submitting firms to check the web site. Addenda must be acknowledged either in a cover letter or by signing and returning the Addendum form. Acknowledgments must be received no later than the proposals due date. If Acknowledgments are returned with the proposal, they must be submitted with the Technical Proposal only. Failure to properly acknowledge any Addendum may result in a declaration of non-responsiveness by Bibb County.

The initial contract shall be for three (3) years with a possible extension at the end of the period upon agreement with the Bibb County Sheriff's Office (BCSO) and the Contractor. The County seeks cost proposals separated for each year of the contract and not as lump compensation for the entire three (3) year term. Proposals shall remain valid for **180** days from due date.

The Law Enforcement Center houses approximately 900 inmates (966 inmates at total capacity). Capacity will vary at different times. The Law Enforcement Center has a main kitchen in the expanded area, a kitchen in the original jail and a satellite kitchen in the adjacent Detention Center. Inmate food services will consist of three (3) meals per day, seven (7) days per week, and three hundred sixty five (365) days per year for inmates, with three hundred and sixty-six days (366) during leap years and food to feed Sheriff's Office staff who works in the Law Enforcement Center on a twenty four (24) hour, seven (7) days a week basis and food for designated functions held at the Law Enforcement Center.

The firm submitting an RFP (Contractor) acknowledges that Bibb County reserves full freedom (in addition to the right to reject any and all proposals) in awarding proposals to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the Contractor recognizes the right of the Owner to reject a proposal if the Contractor failed to furnish any required submittals on the date required by the proposal documents, or if the proposal is in any way incomplete or irregular. Hence the County may award proposals to other than the lowest Contractor if in the judgment of the Macon-Bibb County Board of Commissioners and the Bibb County Sheriff's Office the interest of the County will be best served by award to another.

Questions regarding this RFP shall be submitted **in writing** to the Bibb County Purchasing Department via email, fax or mail (email is preferred). The deadline for questions shall be eight (8) working days prior to the due date of proposals. The Purchasing Department shall post questions and answers on the Macon-Bibb County (Purchasing) web site.

Companies submitting a RFP for Inmate Food Service and/or Inmate Commissary Service should submit one (1) original copy for Purchasing and five (5) copies for the Sheriff's Office.



TECHNICAL PROPOSAL FORMAT

Firms are required to submit their proposals in the following format:

- 1. Cover Letter** – The proposal shall contain a cover letter on corporate letterhead signed by an authorized representative of the company. The vendor name, address, telephone, facsimile number and email address, and signature shall be clear and legible.

COST PROPOSAL

1. The proposal must contain a specific Annual Compensation for each year (three year contract). The Annual Compensation shall cover all costs, expenses, and all things necessary to provide the services required under this RFP.
2. Proposals submitted are not publicly available until after the award by the Bibb County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to the RFP become property of Macon-Bibb County when received.
3. If the three year cost proposal does not have the same price for all three years, the contactor shall justify the cost increase for year two and three. If an extension to the contract is offered after three years, and there is any cost increase, the contractor shall submit the new price no later than September 30th of the current year with justification based on the following.
 - a. Southern Consumer Price Index
 - b. The USDA Reginal Wholesale Food Price Index
 - c. U.S. Department of Labor Office
 - d. Changes in the Sheriff's specified meal changes
 - e. Any additional cost factors which must be verified.

I. ASSIGNMENT- Scope of Work and Duties

Any contractual agreement as a result of this RFP process shall not be assigned by the successful vendor without specific written approval of the Bibb County Sheriff in advance of any assignment.

II. CONTRACTOR RESPONSIBILITY

In submitting a proposal, a Contractor acknowledges:

1. The "Request for Proposals" (RFP) has been read and its contents are understood, and the proposal will be made in accordance. Additional information gathered at the pre-proposal meeting will also apply to the RFP.
2. The Contractor is familiar with the local conditions under which this proposal must perform.
3. The Contractor possesses the financial and technical capabilities, and has sufficient personnel to provide successful service to the Bibb County Sheriff's Office (LEC).
4. The Contractor understands and agrees he shall be solely responsible for all services and the cleaning of equipment provided. The Contractor understands that the proposal response is to include all requirements to provide the requested services.

III. SCOPE OF SERVICES

A. Food Preparation Requirements

1. Provide nutritious meals to inmates three (3) times per day, seven (7) days per week, and three hundred sixty five (365) days per year, and three hundred sixty-six (366) days during a leap year. These meals will be served on thermal insulated trays. These trays will be placed on carts for delivery to the pre-designated locations for inmate meals.
2. Only United States Department of Agriculture (USDA) grade acceptable meats, poultry, and vegetables shall be used. Foods shall be wholesome and free from spoilage. All food and beverage products used must be served prior to the expiration date, when dated. Food containers that are damaged, or cans that are dented are not acceptable.
3. Upon completion of meals, Jail Deputies will oversee the timely return of all trays and carts to the Jail kitchen. The Contractor will be responsible for sanitizing the food service equipment for re-entry into the food delivery cycle.
4. Provide nutritious meals meeting the same standards of inmate meals to on-duty employees of the Bibb County Sheriff's Office at one staff dining site within the Jail where meals may be obtained twenty four hours (24) per day, three hundred sixty five (365) days per year. Day time employees are now charged \$2.00 per meal. On-duty employees at night will not require full meals but will need drinks (sweet and unsweetened ice tea and lemonade) at no-charge. Employees number approximately one hundred and twenty (120) during the day, and about fifty-five (55) at night.
5. Inmate lunches will be required for inmates doing work assignments at field sites, or inmates being transported to another facility or to court. The lunch shall include lunch meals and a beverage. The Deputy in charge will accompany the inmates to the work site(s).
6. Prepare special meals for inmates on medical therapeutic diets, as directed by the facility's medical staff. Prepare special meals for religious holidays.

7. Provide food services for special occasions held during the year as directed by the Sheriff. These services will range from full meals to refreshments on a schedule to be provided a minimum of one week in advance by the Sheriff, or designee. This would include the Sheriff's annual Christmas party held during the month of December.
8. Ensure that all meals are prepared and delivered in a sanitary manner, consistent with all state and local regulations governing institutional food service operations. Compliance with American Correctional Association Certification standards for food service programs must be guaranteed.
9. Meals and any menu changes must be approved by the Contractor's registered dietician and the Bibb County Sheriff's Office.
10. All meals prepared and served must have food temperatures taken and documented by the Contractor.
11. Recommended menu specifications are:
 - a. Entrée portions are cooked weight.
 - b. Potato chips served are weight portions.
 - c. Other items are volume portions or counts as indicated.
 - d. Required cooked meat and/or cheese weights in combination recipes are listed in parenthesis.
 - e. Cakes, biscuits, and pizza slices are to be indicated as cuts from standard sheet pans.
 - f. The lunch beverage must be fortified with the RDA for vitamin C.
 - g. Products, including meat items, must meet general inmate acceptance standards of the American Correctional Association (ACA).
 - h. Detailed standard recipes for menu items served in portions are required.
 - i. Products and recipes must be used to provide a daily average of calories, and must meet American Correctional Association, and other related standards, including the calcium level recommended for males in the nineteen (19) to twenty five (25) age grouping.
 - j. Fresh vegetables are encouraged.
12. A registered dietician provided by the Contractor must review all menus on an annual basis. The registered dietician must provide an annual statement of nutritional menu adequacy, based on the products and recipes used to the Bibb County Sheriff's Office.
13. A nutritional analysis of the menu based on the standard recipes used must be provided by the Contractor to the Bibb County Sheriff's Office as requested.
14. Repair of the equipment located in these areas will be the responsibility of the Sheriff's Office including food trays and food tray carts. Any request for repair or maintenance on equipment supplied by the Sheriff's Office shall be made immediately verbally and in writing to the Facility Manager and a copy to the senior officer of Corrections or his designee.
15. The contractor shall provide work opportunities for inmates. The proposal will state the estimated number of inmates to be desired. The Contractor will be fully responsible for the training of the inmates working in food services. The Contractor may at its discretion reject any or all inmates assigned at any time.
16. The contractor shall buy (at cost) the food inventory in stock at the time of contract award. The Law Enforcement Center will do a physical inventory the day before the contract starts to insure accuracy.

17. Food hardware such as food preparation utensils, tools and eating silverware shall be kept in a locked container and inventoried daily. Any discrepancies shall be reported to the deputy on duty immediately.

B. Food Distribution

1. The Bibb County Law Enforcement addition is built with the intent that inmates would eat their meals in the dayroom area of their specific housing pod.
2. Inmates in the three hundred and twenty (320) single bed maximum protection area are required to eat their meals in their cells.
3. Inmates at the one hundred and ninety two (192) capacity Detention Center located adjacent to the main facility will have their food transported over in bulk and plated at that facility.

C. Food Services Area

The central food services area has separate locations for cooking, vegetable preparation, meat preparation, baking, and assembling meal trays. There is an area for washing meal trays, utensils, pots, pans, and tray carts. Separate food storage areas are provided for dry storage, refrigerated storage, and freezer storage. There are two walk-in coolers, one for meat and one for vegetables and one walk-in freezer, which will remain the property of Bibb County. Other secured space for storage is available. There is an office for the food service supervisor. There are areas for staff breaks at the Law Enforcement Center.

The selected Contractor will have a detailed recycling program for the food services operation that meets the local standards in use by Macon-Bibb County.

The Sheriff shall have control of all perimeter keys, locks, and security. The Contractor shall have keys and access to those areas where food and supplies are stored and processed. The Contractor will have access and control of the Jail kitchen area. The exceptions are for matters relating to security, fire protection, and building repair. For these, the Sheriff shall have absolute control, and will maintain a set of master keys.

D. Uniforms and Laundry

The Contractor shall submit a detailed description of the uniforms or clothing that is proposed to be worn on-site by the Contractor's civilian personnel. Employee uniforms will be different in color and design from inmate clothing. The uniform color and design must be approved by the Sheriff, or his designee prior to contract inception. The Sheriff reserves the right to reject the color or design of the proposed uniform. Contractor management staff is allowed to wear normal business attire.

The Contractor will furnish kitchen towels, aprons, tablecloths, cloth napkins, and other linen items for special functions as may be required. The Contractor will have these items cleaned or laundered at the Contractor's expense.

E. Sanitation

The Contractor shall be responsible for cleaning and housekeeping in the food preparation area to include the kitchen, the staff dining areas, and the provided office. Food preparation equipment, to include trays, carts, utensils, and cooking equipment will also be kept clean and in sanitary condition. The above will comply with all applicable Federal, state, and local regulations and standards. The Contractor agrees to submit to an inspection by the Sheriff, Bibb County, the State Health Department, or any similar agency as designated by the Sheriff.

The Contractor agrees to the proper and timely removal of trash and garbage from the facilities to the Sheriff's Office provided dumpster(s) on-site.

The Contractor agrees to establish a log for hazardous materials, and comply with all applicable laws and standards concerning the use, storage, and handling of such hazardous materials or substances. Grease will be removed in accordance with local health codes.

The contractor shall maintain a score of 90% on food inspections by the Health Department. Inspections by the Health Department shall be random and unannounced. The contractor shall supply cleaning supplies for cleaning and sanitizing all kitchen equipment.

F. Deliveries at the Shipping and Receiving Dock

The Contractor shall notify the Corrections Division Staff in advance of scheduled deliveries and coordinate those deliveries in accordance with the policies of the Bibb County Sheriff's Office.

The Sheriff's Office reserves the right to inspect any and all deliveries with respect to quality and composition relevant to safety and security.

G. Federal Surplus Food Programs

The Bibb County Sheriff's Office may qualify to receive surplus commodities from the United States Department of Agriculture (USDA). There are no guarantees of qualification, or if any food commodities would be available during the life of the food services contract. Federal regulations do permit a Contractor to use surplus commodities in providing food service in prisons and in jails.

The Contractor would absorb all costs in the procurement of such food commodities, including compliance with the rules and regulations of the United States Department of Agriculture (USDA).

The Contractor must agree that any United States Department of Agriculture commodities received on behalf of the Bibb County Sheriff's Office must only benefit the Bibb County Law Enforcement Center and used in the performance of the contract that will result from this RFP process.

The Contractor shall maintain all financial, procurement, and other records pertinent to the use of USDA surplus commodities. The Contractor agrees to maintain these records for a minimum of three years after the termination of the contract for providing food services for the Bibb County Law Enforcement Center. Should any audit, claims, or litigation be initiated before this period ends, the records will be maintained until final resolution of such audit, claim, or litigation. All records must be made available and a place for review of these records in the event of an audit, claim, or litigation, with reasonable times provided for an inspection or review. Failure to do so would be cause for termination of an existing contract.

The Contractor must agree that any surplus food or commodity provided for the Sheriff's Office Law Enforcement Center would be credited to the next invoice for contractual services. The credit would be shown separately on this invoice and would be calculated on the wholesale value of the commodity, less shipping and handling expenses.

H. Other Contractual

The Contractor shall furnish all office and operating supplies at the Contractor's cost. The Contractor agrees to furnish its own telephone system, or have its own telephone installed by a local Contractor with the cost borne by the Contractor. Computer equipment for access to the Jail Management Information system will be coordinated and under the control of the Sheriff.

I. Contingency Planning

The Contractor shall provide a contingency plan for providing service in the event of power failure, lockdowns, work stoppage or work slowdown due to a labor action by the Contractor's employees, weather, fire, catastrophic events, or any other cause for that would impact normal food services.

J. Value Added Services

This is an optional section where the Contractor may list any services that are not covered above that the Contractor feels would be of value or benefit to this proposal request.

IV. MINIMUM QUALIFICATIONS

- A. The Contractor will have a minimum of five (5) years of institutional food service experience. At least three (3) years of this previous experience will be in providing food services for a correctional facility comparable in size to the Bibb County Law Enforcement facility.
- B. The Contractor will carry professional liability insurance in an amount of \$1 million per occurrence, and \$3 million in the aggregate. The insurance will be with a company authorized to do business in the State of Georgia and will have an acceptable A.M. Best Rating.
- C. The Contractor will have demonstrated recruiting capabilities to hire and train all staff required to provide satisfactory food service for the Bibb County Law Enforcement Center.
- D. The Contractor must agree to criminal history background checks on all employees and prospective employees who have any involvement with providing food services for the Bibb County Law Enforcement Center. The cost of such criminal history background checks will be paid by the Contractor.
- E. The Contractor must have written protocols, policies and procedures in place to provide the proposed food services.
- F. The Contractor must meet all requirements in this proposal, and be prepared to demonstrate the capability of such.
- G. The Contractor must agree to sign a negotiated multi-year contract with Bibb County, renewal options at the mutual agreement of the Bibb County Sheriff, the Macon-Bibb County Commission, and the Contractor.
- H. The Contractor will submit the previous three (3) years of audited financial statements.

V. RIGHT TO AUDIT

Macon-Bibb County reserves the right to audit the financial records that pertain specifically to providing food service to the Bibb County Law Enforcement Center. Any such request will be made in writing and signed by an official with authority for such, and give ten (10) days advance notice.

VI. PROPOSAL SUBMISSION REQUIREMENTS

Proposal responses should include all of the information requested in this "Request for Proposals" (RFP), plus any additional data that the vendor feels pertinent to the evaluation and understanding of the proposal. All information should be provided, and none withheld in anticipation of an oral presentation. All proposals will include the following, and marked as such.

A. Contractor Profile

- 1. A company history, current status, and projected company direction is to be provided.
- 2. An overview of company experience as a Contractor of institutional food services to correctional facilities similar in size to the Bibb County Law Enforcement Center.
- 3. The most recent published financial report(s), or statements, preferably covering the most recent three fiscal (3) years.

4. A listing of major subcontractors the submitting firm may use if selected, with a statement that the vendor takes full responsibility for all subcontractor work.

B. References

1. Provide a listing of applicable current contracts with correctional facilities. Each reference will include at a minimum:
 - a. Name and address of the organization.
 - b. Contact person of the organization.
 - c. Contact person who is primary manager over the facilities.
 - d. Telephone numbers and e-mail addresses of contacts from (b) and (c) above.
 - e. Contractual dates at these facilities.
 - f. Brief summary comparing the referenced facilities to the Bibb County facility.
2. Failure to provide the list of current contracts is a condition for disqualification.

C. Food Services Manager

1. List the name, title, and business address, telephone numbers, fax numbers, and e-mail address of the individual that will be the "Food Service Manager" for this project. A brief resume is to be provided on each individual's background and expertise in managing similar projects.
2. The Food service Manager shall be on-site.

D. Compliance, Insurance, and Assignment

1. Respond to the requirements on Compliance to include certification to operate in the State of Georgia, agreement on obtaining a business license, and agreement on background checks at company expense on personnel to be involved in all work at the Bibb County Law Enforcement Center.
3. Information on liability and workers' compensation insurance as requested.
4. Agreement on "Assignment" provisions.

E. Conflict of Interest Disclosure

All vendors will include a disclosure statement of any potential conflict of interest due to ownership, other clients, contracts, or other interests associated with this project.

F. Other Requirements and/or Disclosures

1. A signed statement is to be provided that the respondent to this proposal request has read and agreed with all clauses or paragraphs in the "Request for Proposals" (RFP). If the respondent disagrees with any section, it should be noted by identifying the section, and the reason for the disagreement, with any recommended alternatives provided.
2. Any other disclosures not covered above are to be addressed here.

G. On-Site Oral Presentation

1. Companies that submit proposals may be required to make an oral presentation to the Bibb County Sheriff, and/or designated representatives on site, with reasonable notice given in writing of such a presentation request. No costs will be borne by Macon-Bibb County in regard to this presentation.

VII. AWARD PROCESS

The following criteria will be used in the evaluation of submitted proposals. The criteria do not follow any specific order. Macon-Bibb County may request additional information from all Contractors for further evaluation. All requests for information would be made in writing.

- A. Approach and Means for offering food services at the Bibb County Law Enforcement Center.
- B. Food Service experience in correctional facilities, including a check of references.
- C. Ability to meet all proposal requirements.
- D. On-site oral presentation (if required).
- E. Cost of Services.

VIII. CONTRACT

Final agreed upon negotiations that result from this “Request for Proposals (RFP)” process will be included in a contract between Macon-Bibb County and the successful Contractor. The contract term will be for three (3) years, with an option for renewals at the discretion of the Bibb County Sheriff and the Macon-Bibb County Board of Commissioners.

IX. TERMINATION

Termination of the contract shall not relieve the vendor of the obligation to provide food services up to midnight of the final day of contractual service, as documented in the letter of termination or cancellation.

Permits and Licenses

Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

END OF SECTION: INMATE FOOD SERVICES.

INMATE COMMISSARY SERVICES

TECHNICAL PROPOSAL FORMAT

Firms are required to submit their proposals in the following format:

- **Cover Letter:** The proposal shall contain a cover letter on corporate letterhead signed by an authorized representative of the company. The firms' name, address, telephone and facsimile numbers, e-mail address and signature shall be clear and legible.
- **Approach to the Project:** Describe in detail how you propose to achieve the objectives of this RFP. Include project organization, management, recruiting of qualified personnel, training and control procedures.
- **Issues:** The proposal should present the Bibb County Law Enforcement Center (LEC) a clear understanding of the specific issues within the Bibb County Jail that affect the Commissary system. Proposals should communicate clearly how the firm will address these issues.
- **Key Personnel:** Provide a description of key personnel to be assigned. Include professional experience for those individuals identified. Include any proposed sub-contractors to be used.
- Proposals shall be valid for 180 days.

COST PROPOSAL FORMAT

- The proposal shall contain a menu of products with suggested prices.
- Proposals submitted are not publicly available until after the award. Only the names of the companies submitting a proposal will be read at the opening. All proposals and supporting materials as well as correspondence relating to the RFP become property of the Bibb County Sheriff's Office when received.
- A team from the Bibb County Sheriff's Office will evaluate the proposals.

Commissary Services:

- Contractor shall be required to provide full Commissary services on the contract effective date.
- Contractor (not an employee) shall be responsible for providing inmate commissary services to all inmates of the Bibb County Law Enforcement Center.
- Commissary Services shall include, but shall not be limited to, food, beverages (non-alcoholic), sundry items and other products approved by the Bibb County Sheriff's Office.
- No items will be stored on site.
- It shall be the responsibility of the contractor to keep products adequately stocked and supplied for twice weekly service. One service will be snacks only with the other being full service.
- Contractor shall maintain sufficient stock levels in order to limit shortages. Contractor shall not substitute and shall have an order fill rate of greater than 98%. Back orders will not be allowed.
- Contractor is required to issue a credit or supply replacement products for any reported shortage, damaged or incorrect item within one (1) week.
- Contractor shall provide two services per week:
 - Monday: Snack Pack
 - Friday: Full Service
 - Service on both days will be at 8:00 am.
- Contractor agrees in the event of a request for any adjustment to the menu of products or in any product unit price, the contractor will notify the Bibb County Sheriff's office in writing. The notification shall include details on the adjustment, the requested effective date and the justification for the request. The request will be received no later than 15 working days prior to the effective date. The BCSO must agree in writing prior to any adjustment becoming effective.

- Contractor shall be responsible for obtaining all permits and inspections and the payment of all fees associated with operations of the Commissary.
- Contractor shall hire at its own expense all employees necessary and will provide an on-site attendant, Monday – Friday, to perform Commissary attendant job duties.
- All employees shall have background checks with review and approval of employees by the Sheriff's Office.
- Bibb County Sheriff's office will supply sufficient personnel to accompany the Contractor's staff as they deliver the orders.
- Items offered in the Commissary must meet the following specifications:
 - Food items shall be wrapped/packaged and dated for individual consumption.
 - All containers shall be made of unbreakable material and clear where available.
 - Combs shall be made of unbreakable plastic and no longer than three (3) inches.
 - All consumable products shall be nonalcoholic (mouthwash etc.)
- Individual inmate commissary orders should have two (2) copies of the order receipt one of which should be signed by the inmate at the time of delivery. The receipt should contain the following information:
 - Inmate name
 - Inmate location
 - Inmate system number
 - Items and quantity ordered
 - Total of order
 - Balance of account after order
- It shall be the Contractor's responsibility to pay all applicable Federal, State and other taxes and submit necessary reports required.
- Contractor will interface with current or any future inmate phone provider to provide debit calling to inmates eliminating calling cards.
- Office facilities shall be the responsibility of the Bibb County Sheriff's Office.
- Either party shall be allowed to terminate this agreement by providing written notice to the other not less than sixty days (60) prior to the termination date.
- Contractor shall keep records for at least three (3) years.
- A copy of the Contractor's standard contract shall be included with the RFP response.

Hardware (Equipment) and Software:

- Contractor will provide and install the proposed system, at no cost to Macon-Bibb County, and provide all documentation for said system within 60 days of contract award and execution.
- Contractor shall oversee and assist in the initial set-up of the proposed system.
- Contractor shall be responsible for all costs associated with the inmate commissary system, including but not limited to, purchase of equipment, installation, service, maintenance, data networks, and day-to-day operations.
- County shall have no responsibility for any costs associated with the system or the installation of the system, except for wiring of kiosks and related equipment. This includes any additional equipment associated with any future expansion of units while the contract is in effect.
- The successful contractor shall coordinate all details of transferring services from the current contractor. This will include coordination with the Macon-Bibb County I.T. Director, the Sheriff's Office Fiscal Service's Director and the Major of the jail or their designee.
- All equipment shall comply with all State of Georgia regulations and FCC regulations.
- Contractor will grant the necessary licenses to operate the hardware and software (up to 15) at no additional costs to Macon-Bibb County.

- Contractor will be responsible for keeping the hardware and software updated with complete information as to commissary items available, pricing and other terms and conditions of sales.

Accounting Software Requirements:

- Contractor shall provide a computerized Inmate Trust Fund Accounting System adhering to generally accepted accounting principles and capable of being audited by Sheriff's Office personnel or an outside audit firm.
- The accounting system must be approved by the Sheriff's Office Fiscal Services Director and the County IT Manager or their designees.
- The Inmate Trust Fund Accounting system must include the following components:
 - Allow the jail to open an Individual Trust Fund (ITF) for an inmate and to enter into the system the amount of money in their possession at the time of booking.
 - Must interface with the existing or future jail management system, (JMS) to show each individual inmate's account balance on their jail booking record.
 - Must track positive and negative inmate transactions and balances by a permanent number through repeated incarcerations of the same inmate.
 - Allow the following transactions, at a minimum, to occur on the ITF:
 - Deposit funds to the account.
 - Close an account with a detailed statement and pay the inmate's balance by debit card or check. Debit card must be the primary payment method.
 - Ability to account for all inmate Commissary transactions plus other fees and fund transactions (including but not limited to medical, dental and destruction of property); to apply payments to said fund balances; and to release an inmate with a balance due the Commissary that can be maintained indefinitely.
 - Reopen an existing account, utilizing the same inmate system number after the account has been closed.
 - Allow for the establishment of an ITF or other account to track transactions to the Trust Fund not directly related to an inmate (e.g., deposit of funds into the checking account to cover bank service charges).
 - Print a check register by check number range or date range.
 - Ability for staff to review an individual inmate's order at a later date or time.
 - The system must provide a series of reports as specified by the Jail Administration and the Fiscal Services Division including but not limited to:
 - Daily transaction summary report
 - Detailed weekly invoices
 - Cash reconciliation capabilities
 - Detail account of charges to inmates for services such as medical expenses
 - Report of debit cards issued
 - Listing of deposits
- System must have comprehensive integrated checkbook management features including the ability to: Allow checks to be written from an individual inmates ITF account or from the Commissary fund balance, void, correct and add manually written checks; allow for adjusting entries.
- System must provide a complete audit trail on all transactions.
- System must have a cash management system, complete with receipts, reports and an audit trail that will allow the Bibb County Sheriff's Office to efficiently account for cash transactions.
- Specify the process for transferring information from the current Inmate Trust Fund Accounts to the new software.

- Specify the capability of different levels of security (i.e. normal user, inquiry, managerial, auditing, and diagnostic). Bibb Sheriff's office should have the ability to customize these levels, including password control and tracking of transactions by individuals or stations.
- Software updates must be provided free of charge to the Sheriff's office for the length of the contract.
- The system must be windows based and have the capability to operate on a number of PC's.

Hardware (Equipment):

- All equipment provided shall be new and completely operational at cutover.
- All kiosks shall be indestructible type kiosks suitable for use in a detention facility, tamperproof, with steel encased housings and shockproof keypads. All kiosk instruments shall be waterproof and fireproof.
- Technical and kiosk support must be provided at no additional charge by the Contractor's dedicated technical staff, 24 hours per day, 365 days per year via an 800 phone line that reaches a live person.
- Installations, training and technical support must be provided by the Contractors dedicated technical staff. Any use of a subcontractor must be specified in the proposal along with the name and contact information for the subcontractor.

Direct Deposit Services:

- The contractor must provide technology, free of charge, which allows for family or friends to deposit money into an inmate's account by:
 - Secure Website (credit/debit card, check)
 - 24 hour call center/toll free number (credit/debit card, check)
 - Lobby kiosk
- All deposit methods must be linked with the Contractor's software and JMS so that the deposits are electronically transferred on a real-time basis to the inmate's account.
- Contractor will provide primary, bilingual customer support for these services.
- System will be available 24 hours, 7 days per week, and 365 days per week.

Experience and Capabilities:

In order for a contractor to be considered, they must demonstrate to the satisfaction of the Bibb County Sheriff's Office the capability to fully perform the contract requirements in all aspects. Therefore, the contractor must submit evidence and documentation of the ability to fulfill the requirements of this RFP.

- **Furnish Evidence** of adequate financial resources:
 - Trade references from three sources
 - Current audited or compilation financial statements, or two (most recent) years of reviewed financial statements from a Certified Public Accounting Firm.
- **Furnish Evidence** of the experience and proven capabilities to handle a contract the size and complexity of the Bibb County jail. Provide list of current or former clients with requirements similar in scope and content to the proposed contract. Macon-Bibb County reserves the right to verify the information furnished. For each similar and completed project of this type give the following information:
 - The name and location of the facility.
 - A brief description of the services provided.
 - The name of the client contact and phone number.
 - Date that services were provided and completed.
- Provide complete details of any contract, during the last five (5) years, in which your firm has been hired.
- Concept, methodology and approach to scope of work.
- Schedule for implementation.
- Appendices: Include any additional information you deem essential for a proper evaluation of your proposal not included in the preceding sections. These appendices should be relevant and brief.

Compensation to Owner:

- Sheriff's Office Commissary will be paid a service fee for engaging the contractor to be the sole provider of Inmate Commissary Services. The amount of this fee will be calculated as a percent of Gross Sales. Gross Commissary sales are defined as total gross sales receipts less all applicable taxes, postage sales and credits.
- The percentage amount will be listed on the RFP Price Proposal sheet provided in this RFP.
- The Contractor shall invoice the Owner weekly for commissary sales with payment to the contractor within ten (10) business days from the invoice.
- Commissions paid to the client shall be paid on a monthly basis and accompanied by a detailed sales statement for the client's review.

Indemnification:

The contractor shall indemnify Macon-Bibb County against any loss, damage, injury or death caused by the contractor's reckless, intentional or negligent acts or omissions or the reckless, intentional or negligent acts or omissions by the contractor's agents or employees or losses, damages, injuries or deaths caused by the contractor's reckless or intentional act or negligence and arising out of the consumption or use of products or items sold; provided, however that nothing contained herein shall require the contractor to defend or indemnify the owner for losses, damages, injuries or death arising out of the negligence of the Macon-Bibb County, its agents or employees.

END OF SECTION: INMATE COMMISSARY